

1 BILL NO. S-92-01-26

2 SPECIAL ORDINANCE NO. S-27-92

3 AN ORDINANCE approving CONTRACT FOR
4 RES. #1059-91 (REBID), NEUHAUS DRIVE
5 WATER MAIN between SCHEIDLEMAN
6 EXCAVATING, INC. and the City of
7 Fort Wayne, Indiana, in connection
8 with the Board of Public Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That CONTRACT FOR RES. #1059-91 (REBID),
12 NEUHAUS DRIVE WATER MAIN by and between SCHEIDLEMAN
13 EXCAVATING, INC. and the City of Fort Wayne, Indiana, in
14 connection with the Board of Public Works, for:

15 the furnishing of all labor,
16 material, equipment, tools, power,
17 transportation, miscellaneous
18 equipment, etc., necessary for the
19 following: DIVISION I - on Neuhaus
20 Drive from Bass Road to a point
21 approximately 525 feet North of Bass
22 Road. DIVISION II - on Neuhaus
23 Drive from a point approximately 525
24 feet North of Bass Road to a point
25 approximately 1055 feet North of
26 Bass Road;

27 the contract price is Twenty-Four Thousand Nine Hundred
28 Ninety-Four and no/100 Dollars (\$24,994.00), all as more
29 particularly set forth in said Contract, which is on file
30 in the Office of the Board of Public Works and, is by
31 reference incorporated herein, made a part hereof, and is
32 hereby in all things ratified, confirmed and approved.
Two (2) copies of said Resolution are on file with the
Office of the City Clerk and made available for public
inspection, according to law.

SECTION 2. That this Ordinance shall be in full
force and effect from and after its passage and any and
all necessary approval by the Mayor.

Janet G. Braddery
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

Admn. Appr.

TITLE OF ORDINANCE: Contract #1059-91, Neuhaus Drive Water Main
(rebid)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for #1059-91, Neuhaus Drive Water Main (rebid) is for the furnishing of all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Division I - On Neuhaus Drive from Bass Road to a point approximately 525 feet North of Bass Road.

Division II - On Neuhaus Drive from a point approximately 525 feet North of Bass Road to a point approximately 1055 feet North of Bass Road. Scheidleman Excavating, Inc., is the contractor.

EFFECT OF PASSAGE: Residents who are without are without water will have water.

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$24,994.00

ASSIGNED TO COMMITTEE:

RESOLUTION NUMBER 1059-91

BID TABULATION

ESTIMATE				SCHEIDLEMAN		DEHNER CONST.		LANDRAIL INC	
ITEM #	DESCRIPTION DIVISION I	QUANT	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" DI WATER MAIN	525	LF	\$20.50	\$10,762.50	\$15.30	\$8,032.50	\$17.00	\$8,925.00
2	8" GATE VALVE W/BOX	1	EA	\$575.00	\$575.00	\$405.00	\$405.00	\$500.00	\$500.00
3	TYPE III FIRE HYDRANT ASSEMBLY	1	EA	\$1,500.00	\$1,500.00	\$1,355.00	\$1,355.00	\$1,565.00	\$1,565.00
4	CONCRETE DRIVE RESTORATION	15	LF	\$21.00	\$315.00	\$22.15	\$332.25	\$25.00	\$375.00
5	STONE DRIVE RESTORATION	110	LF	\$4.00	\$440.00	\$1.00	\$110.00	\$0.50	\$55.00
6	GRASS RESTORATION	420	LF	\$1.50	\$630.00	\$2.00	\$840.00	\$1.00	\$420.00
7	RIGHT OF WAY CUT PERMIT	1	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
8	TYPE A BACKFILL	PER	LF		\$0.00	\$2.75	\$0.00	\$8.00	\$0.00
9	TYPE B BACKFILL	PER	LF		\$0.00	\$2.75	\$0.00	\$4.00	\$0.00
10	X-CUT FOR 8" MAIN/1' DEPTH	PER	LF		\$0.00	\$2.25	\$0.00	\$2.00	\$0.00
TOTAL DIVISION I				\$14,822.50		\$11,674.75		\$12,495.00	
TOTAL DIVISION I								\$12,440.00	

ITEM #	DESCRIPTION DIVISION I	QUANT	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" DI WATER MAIN	530	LF	\$20.50	\$10,865.00	\$15.30	\$8,109.00	\$17.00	\$9,010.00
3	TYPE III FIRE HYDRANT ASSEMBLY	1	EA	\$575.00	\$575.00	\$1,355.00	\$1,355.00	\$1,565.00	\$1,565.00
4	CONCRETE DRIVE RESTORATION	15	LF	\$21.00	\$315.00	\$22.15	\$332.25	\$25.00	\$375.00
5	STONE DRIVE RESTORATION	136	LF	\$4.00	\$544.00	\$1.00	\$136.00	\$0.50	\$68.00
6	GRASS RESTORATION	439	LF	\$1.50	\$658.50	\$2.00	\$878.00	\$1.00	\$439.00
7	RIGHT OF WAY CUT PERMIT	1	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
11	CHIP & SEAL PAVEMENT RESTORATION	115	SY	\$2.00	\$230.00	\$16.60	\$1,909.00	\$15.00	\$1,725.00
TOTAL DIVISION II				\$13,787.50		\$13,319.25		\$13,334.50	
TOTAL BID				\$28,610.00		\$24,994.00		\$25,829.50	
TOTAL BID								\$26,222.00	

NEUHAUS ROAD
WATER MAIN EXTENSION
RESOLUTION NUMBER 1059-91

BID TABULATION

DAVE'S EXC.				LIBERTY CONST.				BERCOT INC.				KREAGER BROS.			
ITEM #	DESCRIPTION DIVISION I	QUANT	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION		
1	8" DI WATER MAIN	525	L	\$18.60	\$9,765.00	\$20.25	\$10,631.25	\$26.40	\$13,860.00	\$29.00	\$15,225.00				
2	8" GATE VALVE W/BOX	1	L	\$600.00	\$600.00	\$700.00	\$700.00	\$400.00	\$400.00	\$340.00	\$340.00				
3	TYPE III FIRE HYDRANT ASSEMBLY	1	L	\$1,400.00	\$1,400.00	\$1,465.00	\$1,465.00	\$1,523.00	\$1,523.00	\$1,110.00	\$1,110.00				
4	CONCRETE DRIVE RESTORATION	15	L	\$15.00	\$225.00	\$35.00	\$525.00	\$30.00	\$450.00	\$40.00	\$600.00				
5	STONE DRIVE RESTORATION	110	L	\$4.00	\$440.00	\$3.00	\$330.00	\$5.00	\$550.00	\$5.00	\$550.00				
6	GRASS RESTORATION	420	LF	\$1.50	\$630.00	\$0.90	\$378.00	\$1.00	\$420.00	\$1.25	\$525.00				
7	RIGHT OF WAY CUT PERMIT	1	E/	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00				
8	TYPE A BACKFILL	PER	LF	\$1.75	\$0.00	\$5.50	\$0.00	\$5.40	\$0.00	\$13.00	\$0.00				
9	TYPE B BACKFILL	PER	LF	\$1.50	\$0.00	\$3.50	\$0.00	\$4.00	\$0.00	\$9.00	\$0.00				
10	X-CUT FOR 8" MAIN/1' DEPTH	PER	LF	\$1.00	\$0.00	\$2.00	\$0.00	\$2.80	\$0.00	\$1.00	\$0.00				
TOTAL DIVISION I					\$17,610.00		\$14,629.25		\$17,803.00		\$18,950.00				

ITEM #	DESCRIPTION DIVISION I	QUAN	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" DI WATER MAIN	530	LF	\$19.64	\$10,413.20	\$20.45	\$10,838.50	\$26.40	\$13,992.00	\$29.00	\$15,370.00
3	TYPE III FIRE HYDRANT ASSEMBLY	1	EA	\$400.00	\$400.00	\$1,465.00	\$1,465.00	\$1,523.00	\$1,523.00	\$1,110.00	\$1,110.00
4	CONCRETE DRIVE RESTORATION	15	LF	\$5.00	\$75.00	\$35.00	\$525.00	\$30.00	\$450.00	\$40.00	\$600.00
5	STONE DRIVE RESTORATION	136	LF	\$1.00	\$136.00	\$3.50	\$476.00	\$5.00	\$680.00	\$5.00	\$680.00
6	GRASS RESTORATION	439	LF	\$1.25	\$548.75	\$0.90	\$395.10	\$1.00	\$439.00	\$1.25	\$548.75
7	RIGHT OF WAY CUT PERMIT	1	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
11	CHIP & SEAL PAVEMENT RESTORATION	115	SY	\$1.50	\$172.50	\$10.55	\$1,213.25	\$16.40	\$1,886.00	\$15.00	\$1,725.00
TOTAL DIVISION II					\$14,589.45		\$15,512.85		\$19,570.00		\$20,633.75
TOTAL BID					\$32,249.45		\$30,142.10		\$37,373.00		\$39,583.75

CONSTRUCTION CONTRACT

Board Order 94-88 Resolution 1059-91 (rebid) Work Order 64082

THIS CONTRACT made and entered into in triplicate this 11 day of DECEMBER, 1991, by and between Scheidleman Excavating, Inc., herein called **CONTRACTOR**, and the **CITY OF FORT WAYNE, INDIANA**, an Indiana Municipal Corporation, acting by and through the **MAYOR** and the **BOARD OF PUBLIC WORKS AND SAFETY**, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

- Division I - On Neuhaus Drive from Bass Road to a point approximately 525 feet North of Bass Road.**
- Division II - On Neuhaus Drive from a point approximately 525 feet North of Bass Road to a point approximately 1055 feet North of Bass Road.**

all according to **FORT WAYNE WATER UTILITY DRAWING NUMBER Y-10668**, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of **\$24,994.00 (TWENTY FOUR THOUSAND NINE HUNDRED NINETY FOUR DOLLARS AND NO CENTS)**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of this contract as provided herein, as follows:

Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15TH DAY** of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the **Engineering Department** of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR**.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a **Completion Affidavit** by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the **Engineering Department** of the **OWNER** to promptly make such inspection. When the **Engineering Department** finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works and Safety**, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the **Industrial Board of the State of Indiana**, that he has complied with the **Workmen's Compensation Act** in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any **Board of Arbitrators** or of the **Industrial Board of the State of Indiana** rendered against the **City of Fort Wayne** in any suit or claim arising under said **Workmen's Compensation** for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by **Section 15-13 (as amended)**, of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as **General Ordinance No. G-34-78 (as amended)** on December 12th, 1978. The successful bidder shall file a **Manpower Utilization Report** for this project with the **Compliance Office** within ten (10) days after completion of construction or upon request of the **Office of Compliance**.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined

pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract/Resolution 1059-91
- b. Instructions to Bidders for Contract/Resolution 1059-91
- c. Contractor's Proposal dated 4 DECEMBER 1991
- d. Fort Wayne Engineering Department Drawing Number Y-10668
- e. Supplemental Specifications for Contract/Resolution 1059-91
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance Number G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond
- k. Right-of-Way Cut Permit
- l. Comprehensive Liability Insurance Coverage
- m. Form 96

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director of Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties. Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety**.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **FORTY FIVE (45) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council of the City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: SCHEIDLEMAN EXC. INC.

CITY OF FORT WAYNE

BY: 

JOHN SCHEIDLEMAN, PRESIDENT

BY: 

PAUL HELMKE, MAYOR

BY: 

CHARLES E. LAYTON, DIRECTOR
PUBLIC WORKS

BY: 

DOUGLAS M. LEHMAN, DIRECTOR
ADMINISTRATION AND FINANCE

ATTEST: 

PATRICIA J. CRICK, CLERK

BY: 

KATHERINE A. CARRIER, MEMBER

APPROVED AS TO FORM AND LEGALITY BY: _____

ASSOCIATE CITY ATTORNEY

THIS DOCUMENT PREPARED BY: TERRY L. ATHERTON, P.E., L.S., DIRECTOR OF
WATER RESOURCES, ENGINEERING, AND SERVICES

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this day of
, 1991, personally appeared the within named **John Scheidleman**, who being by me first duly sworn
upon his oath says that he is the **President of Scheidleman Excavating, Inc.**, and as such duly
authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed
of **Scheidleman Excavating, Inc.**, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

M. Carol Cicero

Notary Public

M. CAROL CICERO

Printed Name of Notary

My Co. amission Expires:

10/27/92

Resident of Allen County.

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 18th day of Dec., 1991, personally appeared the within named **Paul Helmke, Charles E. Layton, Douglas M. Lehman, Katherine A. Carrier, and Patricia Crick**, by me personally known, who being by me duly of sworn said that they are respectively the Mayor of the City of Fort Wayne, and Director, Members, and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

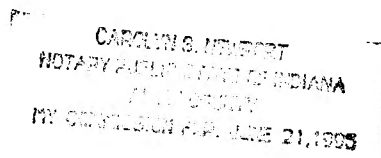
IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Spengert
Notary Public

Printed Name of Notary

My Commission Expires:

Resident of _____ County.



Read the first time in full and on motion by Bradbury, seconded by Delaney, and duly adopted, read the second time by title and referred to the Committee on City Affairs (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-14-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Delaney, and duly adopted, placed on its passage. PASSED 10:50 by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-28-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL)

(ZONING)

ORDINANCE

RESOLUTION

NO. S-27-92

on the 28th day of January, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmider
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1992

at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of February, 1992, at the hour of 3:00 o'clock P. M. E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-01-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

JANET G. BRADBURY, CHAIRWOMAN
SAMUEL J. TALARICO, VICE CHAIRMAN
LUNSEY, LONG, GIAQUINTA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT FOR
RES. #1059-91 (RBID), NEUHAUS DRIVE WATER MAIN between SCHEIDLEMAN
EXCAVATING, INC. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works

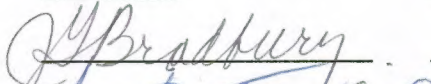
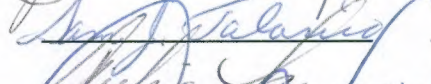

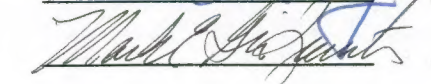

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

DATED: 1-28-92

Sandra E. Kennedy
City Clerk